

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

MC ALLISTER TOWING AND
TRANSPORTATION CO., INC.,
PUERTO RICO BRANCH

Plaintiff

v.

BRAVO SHIPPING AGENCY;
MR. ORLANDO BRAVO, his wife
JANE DOE, and the Conjugal
Partnership between them

Defendants

CIVIL NO.:05-1201 (JAF)

IN ADMIRALTY

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SAN JUAN, P.R.

JUDGMENT BY DEFAULT

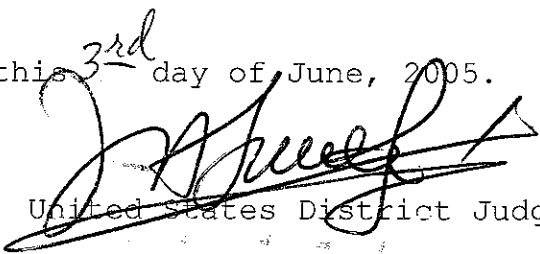
Upon Plaintiff's Motion for Default Judgment, and it appearing from the Docket that Bravo Shipping Agency and Mr. Orlando Bravo, individually and as representative of the conjugal partnership, were served with personal Summons and Complaint, and it appearing further that default was entered by the Clerk of this Court against said Defendants, for their failure to plead or file an answer to the Complaint, or otherwise appear in this case, and the Court having granted Plaintiff's Motion for Entry of Default Judgment, the Court hereby enters Judgment in favor of the Plaintiff for the principal sum of \$63,754.70, plus interest¹

¹ The Supreme Court has decided that awarding prejudgment interest is a basic principle of admiralty law and is not a penalty. It is discretionary with the Court, but it is normally awarded. See, City of Milwaukee v. Cement Division National Gypsum Co., 515 U.S. 189 (1995). In this case, the pre-judgment interest rate is calculated as of the date of the last harbor service provided in April 2004 based on the interest applicable to Judgments from the Office of the Commissioner of Financial Institutions of Puerto Rico.

in the sum of \$3,825.28, plus post-judgment interest at a rate of 3.01% until final payment, and costs, and that Plaintiff have execution therefore. Further, since Co-Defendant Jane Doe was never served with process, the Court hereby **DISMISSES WITHOUT PREJUDICE** all of Plaintiff's claims against her.

SO ORDERED.

San Juan, Puerto Rico, this ^{3rd} day of June, 2005.


United States District Judge